

1884-013 Chancery Causes: Martin S. Jayne & vs. James R. Crank &
Lee Co.

McNeil, Bishop, Gibson, Graybell, Brown, McPherson, Bruce,
Fletcher, Bruce & Fletcher, Duncan, Pridemore

CA-Debt
T-Property

-Deed

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Virginia
Your orators Martin S. Jayne, A. C.
McNeil, S. T. Bishop, G. S. Gibson and
Josephus Graybell, administrators of the
estate of Thomas J. Brown deceased.

Humbly Complaining, respectfully re-
presents - That they and the said Thos. J. Brown
were and are the securities of James R.
Crank, Joseph S. McPherson and Wm A. McPherson
executors of the last will and Testament of
Samuel McPherson deceased. That heretofore
"Leowan McClung & Co" filed in this Honorable
Court their bill in chancery, in the nature
of a creditors bill, against said executors
your orators as their securities and others,
whereby they sought to enforce a claim
against said executors on account of a
debt due them from Samuel McPherson
& Son, of whom the testator was a member;
They also sought to attach certain debts
due said executors for the payment
thereof, among which was principally a
note due from the Messrs Gibson for land
sold by said executors under & by virtue of
their said office for the sum of \$1333. 33¹/₃.

During the pendency of this suit one
James Bennett, filed his bill against said

executors, your orators as their securities et al-
alleging a purchase by him of said note, and
an assignment for value of the same to him:
thus shifting the liability on said executors and
consequently upon your orators their securities

Prior to these proceedings James R. Crank had
filed his bill against his co-executors, who had
left the state, seeking to enjoin and inhibit
them from the sale use or transfer of said note
or any other assets in their hands. These several
causes came on finally to be heard together at
the April Term 1881, of this Honorable Court; and a
final decree was rendered therein. A copy of
this decree will be found filed herewith as
a part hereof marked "A" By an inspec-
tion of which it will be seen that
"James Bennett, by his purchase of the note
"of \$1333. 33³/₄ in controversy acquired a valid
"right thereto and further it was adjudged
"ordered and decreed that as between the
"executors James R. Crank, Joseph & Wm A. McPherson
"the said James R. Crank is primarily liable for
"\$330. 25; and that the said Joseph & Wm A. Mc-
"Pherson are primarily liable for \$850. 66 of the
"indebtedness of \$1180. 81 reported by Commissioner
"Morgan against the estate of testator Samuel McPherson
"deceased &c" And that as between the securities
"of said James R. Crank, Joseph McPherson &

" Wm A. McPherson executors of Samuel
" McPherson deceased, the said Crank is liable
" not as co-security with them for said Joseph S.
" & Wm A. McPherson but as to said Sureties he is
" liable as principal"

Then the decree proceeds to ascertain the
amount due the several creditors, and ad-
judges that said Crank & McPhersons executors &c
and your orators as their securities are liable
therefor and must pay the same. In per-
suance to said decree your orators have
each paid to the parties entitled thereto the
sum of \$100. each. - In the aggregate \$500. ^{and}
^{none of which has been paid back to them by Crank or any one}
your orators are informed that James R. ^{the} Crank
has also paid a portion thereof but the
exact amount they do not know of the original decree

The decree rendered as aforesaid has been
docketed in the judgement lien docket kept by
the County Clerk of said County, and therefore
as your orators are advised constitutes a lien
upon such lands and interest in lands as
may belong to said James R. Crank as well
as your orators. The said Joseph S. and Wm A.
McPherson have each removed from the state
of Virginia leaving no effects or estate therein.

James R. Crank owns valuable real estate
in fee, in said County, near the Stone
House, a part of the McPherson lands, and

properly described and set forth by copies of deeds to him herewith filed marked 1, 2, &c. - and which is prayed to be considered as part of this bill. He also owns valuable interests in courtesy of his wife

Crank, also fully shown by copies of deeds to her, and which is prayed to be considered herewith. The rents and profits of these

lands will not however pay the said decree and your orators claim; and interest thereon in ~~land~~ Since the rendition of said decree, the said James R. Crank, on the first day of October 1881, executed a deed of trust to C. F.

Duncan, ~~trustee~~, reciting among other things said decree, and the advancing of certain sums of money by a firm in Tenn. "Bruce & Fletcher" and the advancing of certain sums by said trustee for the purpose of paying the amount due by said decree from said Crank

Your orators are advised said deed reciting said judgement, gave the parties seeking security thereunder, full notice, actual notice, of your orators prior lien, and that they if in fact had so loaned such sums could not affect your orators lien, which relates to and derives its force from the date of said decree; and Bruce & Fletcher, and Duncan could acquire no superior equity

to said Crank. Your orators are advised that being securities of said executor, of whom Crank is one, they are subrogated to the rights remedies and liens of the original judgement lien holders and have precedence over the deed of trust creditors.

They charge that said deed of trust was made to hinder delay and defraud your orators in the collection of their said judgement off and from said Crank, and that Bruce and Fletcher an Duncan trustee, nor either of them ever advanced any money for said Crank of their own, but that such as they may have paid if any, was furnished them by Crank or some one for him, Your orators do not charge that said trustee, did any fraudulent acts, other than as requested by said Crank to favor him, and that he will truthfully and fully state all ^{he} knows about the matter which they call on him to do. They do charge however, and believe that said Crank did execute the deed of trust without the knowledge or consent of "Bruce & Fletcher" that said Crank did not in fact owe them at that time and that ~~for~~ ^{therefore} did to defraud himself and ~~the~~ ^{your orators} any thing whatever. The object of this bill therefore is to have a decree rendered enforcing the lien of said decree against

the real estate of said James R. Crank and to have the same or so much thereof sold as may be necessary to pay the sums herein found to be due your orators, and to have said deed of trust a copy of which marked "B." will be found herewith as part hereof, set aside held void & Counted for naught so far as it may affect the rights of your orators.

The premises considered their prayer therefore is that James R. Crank Joseph S. McPherson ^{Wm. A. McPherson} Bruce & Fletcher transacting and doing business under the firm name & style of Bruce & Fletcher and C. J. Duncan trustee be made parties defendants to this bill, and answer its allegations upon oath, That said trustee answer specifically, what sums he has advanced of his own money, what has been furnished him by said Crank and whether or not he did not have full knowledge of said decree before he so advanced. That Bruce and Fletcher likewise answer upon their oaths how much they so loaned and whether or not they saw its application to the original decree, or whether or not said sums so advanced by them was not furnished

by said Crank or some one for him
whether or not they had any knowledge
of said trust until its execution and whether
or not they now claim anything under it
That said James R. Crank answer
upon his oath how much he has paid
upon said decree, how much said
Duncan has paid for him, and of
the sum so paid by Duncan how
much he the said Crank has let
him have; and whether or not he did
not have said deed of trust ex-
ecuted, without the knowledge or re-
quest of Bruce Fletcher. And upon
a hearing a decree be rendered enforcing
said decretal judgment lien to the
extent your orators have paid the same,
that they be subrogated to the original
rights remedies & liens of the Creditors
whose judgments they have paid; that
if found necessary said deed of trust
be set aside held void and counted
for naught. That said lands or so
much thereof as may be necessary be
sold & the proceeds applied to your orators
claims. And for all after further & general
relief may appear &c. And as in
duty bound your orators will ever pray &c
A. L. Protemore

Martini S. Jayne et al

vs Bill Chy

James R. Crank et al

1882 Feb. Rules Bill filed & O. J.

Specs. Executed on Stone dists
& O. N. within.

" Mar. O. N. Confd. Or Pub. Confd.
and set for hearing by J. R.

" Aug. Decree & Contd.

1882 Nov. order Contd.

1883 Mr. Aug & Nov. Contd.

1884 Mr. Contd. Aug. Decree final

6 \$9. 43 Pa by Crank
3 1. 00
Lo 6. 1. 90. Pa by Crank
Pr. 5. 00
A. 15. 00
\$31.33

Recd of J. H. Stygatt five dollars the firm
two fee in this cause which said Stygatt
received from J. R. Crank & Aug. 26 1884
MS Jayne

Martin J. Jayne et al --- Plffs.

Against

James R. Crank et al Defts.

} In this.

This cause came on again this day to be again heard upon the papers formerly read. And it being admitted that the former decree in this cause has been fully settled between the parties themselves, and that the defendant has paid the costs as taxed by the Clerk. No further action being necessary the cause is struck from the docket.

Martin J. Hughes

R & J Deane
Jewell

J. R. Crankman
Aug. 1. 1884

Entered page 411

J. S. Styratt Co

Enslin

Aug 29 1884

J. S. K.

Martin S. Jayne et al. P^{ffs}
Against
James R. Crank, et al. D^{fts} } In ch

This cause, came on this day to be heard, upon the bill of the plaintiff, and exhibits filed; the Order of publication as to the non-resident defendant, and process executed on the home defendant, against whom the bill is taken for confessed, and the cause being argued by counsel the Court on consideration thereof, adjudges orders and decrees, that the plaintiff recover from the ^{Wm A. McPherson, and Joseph S. McPherson} defendant James R. Crank, the sum of five hundred dollars and legal interest thereon from the 5th day of April 1881, and the costs of this suit. And the Court being of opinion that decree rendered against defendant James R. Crank, Joseph McPherson and Wm A. McPherson at the April Term of this Court 1881, was a lien upon the lands of said Crank, & McPherson situate in this County, and that such lien was subsisting and binding upon the lands of defendant James R. Crank at the time of the execution of the deed of trust to E. J. Duncan trustee dated October first 1881, It is therefore adjudged orders and decrees that said deed

of trust - be annulled vacated & set aside
to the extent of the plffs claims herein
ascertained and decreed and unless James
R. Leavitt ^{Wm A. McPherson or Joseph McPherson} or some one for them pay
the sums herein decreed against them
within 20 days from the rising of this
Court, then A. L. Pickens who is
hereby appointed a special commis-
sioner therefor is directed to rent the
lands of James R. Leavitt situated in
this County for the shortest period
of time not exceeding five years
that will pay & discharge the amounts
herein decreed against him & said
McPhersons, they the said McPhersons
not appearing to have any effects
in reach of this Court. - He will
require so much paid in hand as will
pay the costs of suit and renting, and
take bonds payable to himself as cov.
for the deferred payments falling due
each first of Jan: and caused to be
delivered to the tenant the possession
of said lands on or by the first day
of Jan: 1883, making the first bond
due & payable Jan: 1st 1884, - He will
rent the same on the premises or
at the front door of the Court House

as he may deem best - But
before proceeding to rent the same he
will post notice for at least
~~30~~ days at some public place
in the neighborhood where the land
lies, and on the front door of the
Court House of this County setting out
the time term & place of renting.
He will report his action to this Court
from time to time, and the cause is
Continued.

Martin A. Jayne et al

vs Decree

James R. Craunk et al
Aug. T. 1882

Entered Pages 271+3

J. A. G. Hyatt
Clerk

~~as it is~~

Enter this
Sept 5 1882
Jn AK

Virginia

Lee County Court:-

This day A. L. Pridemore
personally appeared before me and
made oath, that Joseph S. Mc-
Pherson, Wm A. McPherson and
— Bruce, — Fletcher are
non residents of the State of
Virginia, Given under my hand
this Jan'y 25 1882.

J. A. Hyatt Clerk

Martin S. Jaymes et al

vs $\frac{3}{4}$ affidavit

James R. Crank et al

1
Dec 17

Virginia.

At a circuit Court continued and held for
Lee County at the Court house thereof on Tuesday
the 5th April 1881.

Present Hon J. A. Kelly Judge 16th Judicial Circuit.

James R. Crank Exr. Plff

vs

Wm. McPherson et al Defts

James Bennet Plff

vs

James R. Crank et al Defts

Cowan McElung & Co Plffs

vs

Wm. A. McPherson et al Defts

In Chancery

These causes are brought on this day, to Lee County
together on the several bills, answers on file, with
general replications thereto, the exhibits, former orders
and decrees, the report of Commissioner H. J. Morgan
without exceptions, the depositions of Wm. R. Gibson &
James Bennet, and were argued by counsel, on consider-
ation whereof the said report is confirmed, and it is
adjudged, ordered and decreed that the injunction in
the first named cause of James R. Crank Exr vs
Wm. McPherson et al, be dissolved, and the bill
dismissed, But without costs or damages. It is
further adjudged, ordered and decreed that
James Bennet, by his purchase of the note
of \$1333.33 $\frac{1}{3}$ in controversy, acquired a valid
right thereto; and that A. L. Dickinson and
C. J. Duncan the receivers appointed at a

former day of this term, to collect the said note of the defendants *z* S. Gibson and T. S. Gibson, do pay over the proceeds of said note to said plaintiff in the second named cause of James

Bennett's cost, *Bennet vs James R. Crank et al*, and that he recover the costs expended in said second named cause, from J. R. Crank, Wm P. Scott, Joseph S. McPherson, & Wm A. McPherson, And it is adjudged

C. 10.90
A 15.00
S 4.00
Pr 5.00
\$34.90

ordered and decreed that, as between the Executors James R. Crank, Joseph S. & Wm A. McPherson, the said James R. Crank is primarily liable for \$330.15 and that the said Joseph S. & Wm A. McPherson are primarily liable for \$850.66, of the indebtedness of \$1180.81, reported by Commissioner Morgan against the estate of the testator Samuel McPherson died, still unpaid but it is admitted by counsel for Cowan McLure & Co, that of this sum, J. R. Crank has paid them \$110.00 & by Carpenters Ross & Locket \$105.62 & by Myers & wife \$118.00. And that as between the securities of said J. R. Crank Joseph S. McPherson & Wm A. McPherson executors of Samuel McPherson died, the said Crank is liable not as co-surety, with them for said Joseph S. & Wm A. but as to said securities, he is liable as principal.

And it is adjudged ordered and decreed that the several Creditors named in Statement L filed with Commissioner Morgan's report recover of Jas. R. Crank, Joseph S. McPherson Wm A McPherson and their surities A. C. McNeil, J. L. Bishop, C. S. Bishop, Z. D. Libson and ~~William~~ S. Gayne, the sums respectfully reported due them in said Statement L. together with interest on the principal sums therein reported from the 1st day of April 1880 till paid and their costs herein expended, and the said

C. M. & Co. Creditors may severally sue out executions

C.	13.08	for the sums herein decreed them, and
A	15.00	
J	6.00	
Pr	5.00	these Causes are stricken from the
Court,	45.00	

\$84.08 docket.

The execution of this decree is suspended for 90 days upon the motion of James R. Crank, and Wm. S. Scott, who suggest that they intend to apply for an appeal from this decree, upon their executing bond before the Clerk of this Court, with good security in the penalty of \$500.00, conditioned according to the statute in such case provided.

A Copy Teste.

J. A. H. H. H. H.
Clerk

James R. Crank Esq. v.
the cases therein considered
Vol. 3 Copy Decree
McC Pherson et al

"A"

cha 17

See for copy

789

This Deed made this 1st day of October 1881.
by and between James R. Crank of the County
of Lee and State of Virginia, of the one part and
C. T. Duncan of the County and State aforesaid
of the other part, Witnesseth that whereas there
has been judgment by decree rendered, by the
Circuit Court of Lee County in the Chancery cause
of Bowman McBlung & Co vs Joseph S. McPherson et
al, Executors of Samuel McPherson decd, and
the other causes heard therewith, against said
J. R. Crank, Joseph McPherson, & Wm A. McPherson,
Executors and various other persons. their
Sureties, in their official bond as Executors as
aforesaid and in favor of said Bowman McBlung
& Co, Carpenter Ross & Co, & others and whereas
it has been agreed between the said J. R. Crank
and some of said Sureties aforesaid, that
the said Crank should pay one half of said
Judgment and one half of the costs of said
Suits and that the said Sureties should pay
the other half of said Judgment and costs,
but that this agreement between said parties
was in no way to effect the legal liability of any
of said parties under and by virtue of said
Judgment aforesaid, Now the said Crank in
order to raise money to pay his half of the
said Judgment aforesaid has heretofore,
borrowed from Bruce and Fletcher the sum

of four hundred dollars and has induced
C. S. Duncan to undertake to settle & pay
off the balance thereof, as fast as he can con-
veniently do so, and now the said James
R. Crank in order to secure the said Fletcher
& Bruce for the sums already advanced by
them and the said C. S. Duncan for such
sums as he may hereafter be advanced by
him, has this day given granted, bargained
and sold and by these presents, doth hereby
give grant, bargain and sell unto the said
C. S. Duncan all the the lands and interest
in lands held or in anywise owned by
by the said J. R. Crank situated in said
County of Lee being the land and interest
in land purchased and acquired by the
said Crank in the lands formerly owned
by Samuel M. Therson and Nancy his wife,
to have and to hold to him the said C. S. Dun-
can and his heirs forever but in trust
or pledge nevertheless in full payment of
the money borrowed from Bruce & Fletcher
and advanced or to be advanced by said
Duncan, and it is further provided that
if said Crank should make default
in the payment of said several sums
to the said Bruce, Fletcher & Duncan
or either of them, then that said Duncan

after giving to the said Crank six months notice of his intention to do so may sell at public outcry, to the highest bidder in front of the court house on a court day the land and interest in lands herein conveyed, Witness the following signature and seal this the day and date first above written,

J. R. Crank Seal

Virginia, Lee County Court Clerk's office Oct, 1st 1882,

The foregoing Deed of Trust bearing date Oct, 1st 1881. between James R. Crank of the first part, and C. F. Duncan Trustee of the second part, both of Lee County Virginia, was this day acknowledged before me in my office, by the said Crank, to be his act and deed, for the purposes therein mentioned, and said deed is admitted to record,

Teste John R. Gibson clk.

Acqy

Teste John R. Gibson clerk,

C. I. Duncan Trust
Copy of
Front Deed Trust
B. R. Grant

Recorded in Deed
Book No 17. P. 474

J. R. Gibson clk

"B"

See for this copy 1506

This deed made on the Eleventh day of April 1876, between W^m P. Scott and Virginia, his wife of the one part, and James R. Crank and Darthula his wife of the other part, Witnesseth that whereas the said W^m P. Scott did on the first day of April 1876. purchase from the executors of the last will and testament of Samuel McPherson deceased, a certain tract or parcel of land which belonged to the estate of the said decedent, and the same having been conveyed by deed, executed by said Executors to the party of the first part, That they W^m P. Scott and Virginia his wife, the party of the first part, hath this day bargained, sold and conveyed and doth by this deed of conveyance grant, bargain and sell and convey to the said James R. Crank and Darthula his wife of the second part for the consideration of four thousand dollars the payment of which is secured by deed in trust on said land, a two thirds undivided interest in the said land, The land as described in said W^m P. Scotts deed lies in Lee County Virginia and is known as the upper farm of the said decedent, also a two thirds of a one half interest of a survey lying on the south side of Indian Creek and known as the thirty four acre Survey of the decedents lands the former tract or parcel of land is bounded as

follows, Beginning at a hucheg on Ely's line, thence $S 26\frac{1}{2}^{\circ}$ East 78 poles to a white oak, thence South 18 west 42 poles to a Stake at or near the end of a Rock fence Corner of the old Sayers farm, thence $S 8\frac{1}{2}^{\circ}$ East 47 poles to a Stake, thence $S 19^{\circ}$ East 79 poles to a stake, thence North 69° East 119 poles to a Stake in Hoskins line, thence North 34° East 109 poles to a Stake, thence 50° East 124 poles to a Chinguepin Oak, thence North 29° West 74 poles to a Stake in Ely's line, thence South 65° West 255 poles to the beginning, Containing two hundred and twenty five acres, the same more or less. The latter tract bounded as follows, Beginning at a pine and black gum, thence South 24° West 81 poles to a white oak stump near the road, thence South 89° East 112 poles to a white oak on Shumaker's line, thence with the same North 23° West 44 poles to a white oak on the east side of a ridge above the Spring, thence North 70° West 63 poles to the beginning, to have and to hold and the parties of the first part, doth covenant to and with the party of the second part, that they will warrant generally the title to said lands against the lawful claim of any person whatever, Witness the following signatures and seals.

W. P. Scott Seal

Virginia Scott Seal

Virginia Lee County to wit,

I R. E. Brockett an acting Justice of the Peace in and for said County, Certify that Wm. P. Scott whose name is signed to the foregoing deed, bearing date of the Eleventh day of April 1876, acknowledged the same before me in my County, Given under my hand this the 11th day of April 1876.

R. E. Brockett J.P.

Virginia Lee County to wit,

We the undersigned acting Justices of the Peace in and for said County, Certify that Virginia A. Scott whose name is signed to the foregoing deed bearing date of the 11th day of April 1876, personally appeared before us and being examined by us privily and apart from her husband, and having the deed or writing aforesaid fully explained to her; she the said Virginia A. Scott acknowledged the said writing to be her act and deed and declared she willingly executed the same and does not wish to retract it. Given under our hands this the 11th day of April 1876.

R. E. Brockett J.P.

D. B. Willis J.P.

Virginia Lee County Court Clerk's Office the 25th day of May 1877. The foregoing deed from Wm. P. Scott and Virginia Scott his wife of the one part, to James R. Brank & Martha his wife of the other

part, was this day admitted to record upon the
certificates of R. E. Crockett & D. C. Willis Justices
of the peace in and for the county of Lee State
of Virginia.

Teste R. W. Orr, Jr D. C.

Acqly

Teste John R. Gibson Clerk

W. H. Scott & wife

to } Copy of Deed.

James R. Crockett & wife

Recorded in Deed

Book No 18. P. 404-41.

John R. Gibson Clerk

75-
50
25-
190

See for this copy 45-25

This deed made and entered into on this the 14th day
of Nov 1879 between Nancy W. McPherson widow
of Samuel McPherson decd. of the one part, and
Sarthula F. Crank wife of James R. Crank, and
Virginia A. Scott wife of Wm. P. Scott of the other
part, Witnesseth that for and in consideration of
the mutual love and affection the said Nancy W.
McPherson has for the parties of the second part,
they being her daughters and the further consid-
eration of the care maintainance attention
and support the said parties of the second part have
given the party of the first part, and will be given
her during her natural life she being old and
infirm and the other heirs of said Nancy being
full provided for by will the said Nancy W. McPherson
has this day granted bargained and sold
and by this deed does hereby grant bargain sell
and convey to the said Sarthula F. Crank and
Virginia A. Scott all her right title and int-
erest whether legal or equitable she has in and
to the real estate owned by herself, and her late
husband, Samuel McPherson decd, lying and
being in Lee County Va. on the waters of Indian
Creek, and on the Poor Valley ridge about six
miles from North East direction of Cumberland
Gap in said county to be held by them as follows,
to wit: They are to hold the same according to their
respective rights and interest. Thereon

that is to say the said Darthula F. Frank is to have ~~2~~ thirds of the lands herein conveyed and the said Virginia A. Scott is to have the one third of the lands herein conveyed, But the said Nancy McPherson hereby reserves and retains the said lands hereby conveyed during her natural life, and at her death two thirds of the same goes to the said Darthula F. Frank and the remaining one third, to the said Virginia A. Scott as their absolute property in fee simple forever, and the said Nancy W. McPherson hereby warrants generally the right title ^{and} interest hereby conveyed, subjects to the reservations and limitations herein contained, Witness the following Signature and seal.

Nancy W. McPherson Said
Virginia Lee County to wit,

This day Nancy W. McPherson, whose name is signed to the foregoing deed to Darthula F. Frank and Virginia A. Scott, personally appeared before me the undersigned Levi N. Hopkins a Justice of the peace in and for Lee County Va. and acknowledged the same to be her act and deed and desired me to certify the same to the clerk of the County Court of Lee Co. Va. for record, Given under my hand and seal this 25th of Nov. 1879.

L. N. Hopkins J.P. Said

Virginia Lee County Court Clerk's office Nov: 28th 1879.

The foregoing deed from Nancy W. McWherson of
the one part, to Darthula J. Coan and Virginia
J. Scott of the other part, all of Lee County Virginia
was this day admitted to record upon the certificate
of L. N. Hoskins, a Justice of the Peace in and
for the County and State aforesaid,

Teste James W. Orr. Clerk.

Copy

Teste John R. Gibson Clerk

Garthula J. Brank et al
Form Copy of Deed.
Nancy H. McPherson

Fee for this copy 50¢

Virginia

In the Clerk's Office of the Circuit
Court of Lee County, January 26th 1882.
Martin S. Jayne & others - - Plffs }
against } In Chancery
James R. Crank & others - Defts }

The object of this bill is to enforce the decree heretofore rendered in favor of the plaintiffs, as sureties of the defendants, as Executors of Samuel McPherson deceased, and to enforce the same against the Real Estate of James R. Crank & to subject any debts or estate due Joseph S. McPherson, Wm A. McPherson, to the payment of the same, and to subrogate the plffs to the rights, remedies & liens of the creditors of Samuel McPherson, whose debts have been paid by said plaintiffs. And it appearing from an affidavit filed in this cause that the defendants, Joseph S. McPherson, Wm A. McPherson - Bruce & Fletcher are non-residents of the State of Virginia, it is ordered that they appear here within one month after due publication of this order to do what is necessary to protect their interest in this suit.

J. A. Hyatt
Clerk

I do certify that I delivered a copy of the above order to the Lee Co Sentinel for publication on the 26th Jan'y 1882 and posted a copy thereof at the front door of the Court House of Lee Co - at the Feb'y term of the County Court, Given under my hand this 26th Feb'y 1882.

J. A. Hyatt
Clerk

Martin S. Jaynes et al
vs ^{enm} Ord. Pub.
James R. Crank et al

The Commonwealth of Virginia,

To the Sheriff of Lee County . . . Greeting:

We Command you to Summon

*James R. Crank,*² *Joseph S.*
*McPherson,*³ *Wm. A. McPherson* and —
⁴*Bruce & — Fletcher,* Transacting & doing business
under the firm name & style of *Bruce & Fletcher*
and *C. L. Duncan* trustee

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

February

next, being rule day to answer a bill in Chancery, exhibited in our said Court against

them

by *Martin S. Payne, A. C.*

McNiel, J. T. Bishop, G. S. Gibson and
Josephus Graybell, Admr. of the Estate of Thomas.
J. Brown decd.

And have then there this writ. Witness JOHN A. G. HYATT Clerk of our said court at the Court-House

this *25th* day of *January* 1882; in the *106* year of the Commonwealth.

J. A. G. Hyatt CLERK.

Martin S. Jagger et al

vs. J. S. in Chcy

James R. Crank et al

To February Rules 1882

Executed by delivering
a copy to the Daughter
of Jas. R. Crank & explain
ing the same to her, she
being over the age of
years and the Crank
not being at his usual
place of abode.

February 2^d 1882

Thos. L. G. S. L. C.

THE SENTINEL

DEMOCRATIC—SUBSCRIPTION. ONE DOLLAR AND FIFTY CENTS A YEAR.

VIRGINIA;—In the Clerk's office of the Circuit Court of Lee County, January 26th, 1882.

EDITOR AND PROPRIETOR

Martin S. Jayne and others, Pliffs., against James R. Crank and others, Defts.—In Chancery.

The object of this bill is to enforce the decree heretofore rendered in favor of the plaintiffs, as the sureties of the defendants, as Executors of Samuel McPherson, deceased, and to enforce the same against real estate of James R. Crank, and to subject any debts or estate due Joseph S. McPherson and Wm. A. McPherson to the payment of the same, and to subrogate the plaintiffs to the rights, remedies and liens of the creditors of Samuel McPherson whose debts have been paid by said plaintiffs. And it appearing from an affidavit filed in this cause that the defendants, Joseph S. McPherson, Wm. A. McPherson, Bruce and ——— Fletcher are non-residents of the State of Virginia, it is ordered that they appear here within one month after due publication of this order to do what is necessary to protect their interest in this suit

A copy—testo:

Jan 27-4

J. A. G. HYATT, Clerk.

1882.

I hereby Certify

that a Chancery Order to which the above is a Copy was printed and for four consecutive weeks in the "Lee County Sentinel" a weekly Newspaper published in the town of Jonesville Lee County Va Publication ending Feby 27th 1882

*F. R. Stockley
Prints*

Printers Fee \$ 5.00

Pubz Certificate

Jayne itals
w 3/4 Duchy
Crant itals